



EL DORADO COUNTY
HEALTH and HUMAN SERVICES AGENCY
CalWORKs Community Service and Work Experience Program

*Employment and training
services for El Dorado County.*

Agreement No.: _____
CalWORKs Case No.: _____

PLACERVILLE:
Location: 3047 Briw Road
Mailing: 3057 Briw Road
Placerville, CA 95667
(530) 642-4850
Fax (530) 626-9060

SOUTH LAKE TAHOE:
3368 Lake Tahoe Blvd.
South Lake Tahoe, CA 96150
(530) 573-4330
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CalWORKs COMMUNITY SERVICE/WORK EXPERIENCE PROGRAM
WORKSITE AGREEMENT

This document constitutes a non-financial agreement between El Dorado County Health and Human Services Agency, Employment Services Division (hereinafter referred to as “Agency”), the agency responsible for CalWORKs Community Service and Work Experience Program (hereinafter referred to as “CS/WEP”) and

Business Name

Business Physical/Mailing Address

Contact Person Telephone, including area code

(hereinafter referred to as “CS/WEP Business Partner”) for the provision of work experience training to Agency’s CalWORKs participant trainee (hereinafter referred to as “Trainee”). Agency and WEP Business Partner agree that community service and work experience programs are designed to promote the development of work readiness skills and occupational skills required for participation in the workforce. This Worksite Agreement (Agreement) contains the general rules and parameters of the relationship between Agency and CS/WEP Business Partner. One (1) Agreement shall be completed and executed for each Trainee who has been referred to CS/WEP Business Partner by Agency for community service or work experience training.

No alteration or variation of the terms of this Agreement shall be valid and/or binding unless made in writing and properly executed by the parties incorporated herein. This Agreement shall be effective upon execution by all parties and may be terminated at any time by either party upon written notice to the other party. Grounds for Agreement termination and/or cancellation shall include, but are not be limited to the following:

1. Failure of CS/WEP Business Partner, Agency, or Trainee to meet any of the terms and conditions contained in this Agreement.



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2. Failure of Trainee to meet CalWORKs Eligibility Requirements.
3. Trainee’s acceptance of paid employment.
4. CS/WEP Business Partner retains the right to terminate Trainee for good cause. If Trainee is terminated, the CS/WEP Business Partner shall immediately notify Agency and refer Trainee back to Agency.

This Agreement pertains to:

Trainee Name

Job Title

General Trainee

Trainee’s start and end dates with CS/WEP Business Partner: _____

The total number of hours authorized in this Agreement shall be: _____

Agency shall:

1. Ensure that Trainee is eligible for and has obtained the appropriate documents enabling them to participate in the CalWORKs Employment Services’ Community Service and Work Experience Program and that Trainee is advised and understands that they will not automatically be entitled to a job at the CS/WEP Business Partner worksite upon completion of training.
2. Provide all CS/WEP Business Partner supervisors with an Agency-conducted Supervisor Orientation.
3. Coordinate Workers’ Compensation benefit coverage through the California Department of Social Services (CDSS) for Trainee, as required by State law. Agency shall provide the CS/WEP Business Partner with procedural information regarding Workers’ Compensation for CalWORKs Community Services and Work Experience Program participants. No other benefits, such as sick leave, vacation leave, or health insurance will be provided.
4. Advise Trainee prior to being assigned to a CS/WEP Business Partner worksite (hereinafter referred to as “worksite”) the name of the CS/WEP Business Partner, assigned worksite, and of the Trainee’s rights and benefits, including grievance procedures in connection with their participation in the designated program in which they are enrolled. The CS/WEP Business Partner’s grievance procedures shall apply to the Trainee. Nothing in this section shall require the CS/WEP Business Partner to establish a new grievance procedure, or to modify an existing procedure, as a condition of participation in this program. If the CS/WEP Business Partner does not have a grievance procedure, the Trainee may use the Agency grievance procedure.
5. Not place Trainee with any CS/WEP Business Partner pursuant to this Agreement who has:
 - a. Been selected for employment by the CS/WEP Business Partner prior to the individual being referred from Agency; and/or



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- b. Previously been employed in the same, similar, or upgraded position by CS/WEP Business Partner.
6. Conduct and document on-site monitoring to ensure that:
 - a. Training is consistent with Agency's requirements and Trainee's needs;
 - b. Trainee is under general supervision by CS/WEP Business Partner to ensure Trainee's continuing training progress and adaptability to job environment;
 - c. Accurate time records and progress/training evaluations are being maintained by CS/WEP Business Partner on behalf of Trainee;
 - d. CS/WEP Business Partner worksite conditions consistently comply with all applicable worksite, Federal, State, and local government health, safety, and child labor laws.

CS/WEP Business Partner shall:

1. Provide Trainee with an orientation that shall include but is not limited to:
 - a. Description of CS/WEP Business Partner operations;
 - b. CS/WEP Business Partner rules and regulations;
 - c. A detailed job description for each position assigned to Trainee. Job descriptions shall be specific and shall describe the duties, responsibilities, and training Trainee shall receive during Trainee's participation;
 - d. Trainee's hours of work, including break and lunch period policies, and time and attendance procedures;
 - e. Emergency procedures.
2. Provide safety instructions and equipment necessary for Trainee's protection against injury and damage and in accordance with the Occupational Safety and Health Administration/California Division of Occupational Safety and Health, more commonly known as OSHA or Cal/OSHA.
3. Make adaptive equipment and services available, upon request, to individuals with disabilities.
4. Provide a well-supervised work experience to all Trainees referred by Agency. The maximum Trainee/supervisor ratio shall be 10:1. Trainees shall be under general supervision. All supervisors will be provided an Agency-conducted Supervisor Orientation. The CS/WEP Business Partner will complete a Trainee progress evaluation every pay period as a part of the Trainee's timecard.
5. Provide Trainee with meaningful, sufficient, well-planned work activities designed to promote the development of positive work habits and specific skills required for Trainee's participation in the workforce.
6. Ensure that Trainees have sufficient duties to occupy their time, as well as materials and/or tools to perform assigned job tasks. For Trainees who perform duties outdoors and in case of "inclement weather," supplemental duties may also be required to supplant Trainee's regular training duties.
7. All Trainees are required to take their meal breaks. In an exceptional circumstance wherein a Trainee is not able to take a meal break due to unavoidable duties which preclude the ability to take a meal break, the Trainee shall immediately notify the Supervisor of the missed meal break. The Trainee shall immediately take a meal break and the Supervisor shall counsel the Trainee on the CS/WEP Business Partner meal break policies. If the Trainee completes the workday in six (6) hours or less, the meal break may be waived by mutual consent of the



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- Supervisor and Trainee. Trainees shall not work more than six (6) hours in succession without a thirty (30) minute break.
8. Maintain and verify accurate attendance records and ensure hours are recorded only for time worked and for Agency approved release time. Trainees shall be granted work release time for Agency-approved activities, such as scheduled employment interviews.
 9. Consider Trainee for any paid job openings occurring at worksite and inform Trainee of any other appropriate job opportunities.
 10. Inform Agency of any actual or potential labor disputes involving Trainee or CS/WEP Business Partner regular employee(s) that may or shall delay or threaten to delay the timely performance of this Agreement on CS/WEP Business Partner's premises/worksite or through its operation.
 11. Not contract out the training provided under this Agreement.
 12. Comply with nondisplacement provisions of California Welfare and Institutions Code section [11324.6](#), i.e., Trainee shall supplement and, under no circumstances, supplant CS/WEP Business Partner regular employee(s) ("Employees") hours or duties, including partial displacement, including but not limited to reduction in hours of non-overtime work, wages or employment benefits. Further, Trainee's work/training activity at any actual worksite, including but not limited to any site where Employees are members of a bargaining unit, cannot and shall not prevent or delay the filling of vacant position(s), the recall of Employees from layoff or violate any other Employee displacement provisions.
 13. CS/WEP Business Partner agrees to provide notification to labor unions and non-union Employees of the use of CalWORKs recipients at the worksite. CS/WEP Business Partner can satisfy this requirement with an Agency-provided poster informing Employees that CalWORKs Employment Services participants are assigned to worksite and providing information about their rights to file displacement grievances. The poster shall not identify any CalWORKs Employment Services participants.
 14. Provide a drug-free workplace that shall be in compliance with the Code of Federal Regulations pertaining to the U.S. Department of Health and Human Services Requirements for Drug-Free Workplace (2 CFR 382).
 15. Ensure that the working environment is safe and sanitary and in compliance with appropriate Federal, State, and local government safety standards.
 16. CS/WEP Business Partner shall maintain emergency contact information on each Trainee referred, including persons to notify in case of injury, illness, or other emergency.
 17. Ensure that an Injury and Illness Prevention Program, in compliance with California Code of Regulations, [Title 8](#), Section 3203, has been adopted by CS/WEP Business Partner.
 18. Comply with all applicable statutes and regulations of the United States, California, and the County of El Dorado, including nondiscrimination and affirmative action provisions, nepotism provisions, lobbying or political activities, religious activities, and all Federal and State statutes relating to employment including all labor laws including OSHA/CalOSHA.
 19. No financial claim, charges, dues, or deductions of any kind shall be made or claimed by CS/WEP Business Partner, its employees, or agents against Agency or Trainee.



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20. Contractor shall provide proof of a policy of insurance satisfactory to the County of El Dorado Risk Manager and documentation evidencing that Contractor maintains insurance that meets the following requirements:
 - A. Commercial General Liability Insurance of not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage and a \$2,000,000.00 aggregate limit.
 - B. The certificate of insurance must include the following provisions stating that:
 1. The insurer shall not cancel the insured's coverage without prior written notice to County, and;
 2. The County of El Dorado, its officers, officials, employees, volunteers, and CS/WEP Trainees are included as additional insured on an "Additional Insured Endorsement" page, but only insofar as the operations under this Agreement are concerned. This provision shall apply to the general liability policy.
 - C. Contractor's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.
21. Allow Agency, the State of California and/or the Department of Labor access to any Agency Trainee for the purpose of interviewing and/or observing and monitoring conditions and activities involved in the performance of this Agreement. CS/WEP Business Partner shall cooperate with interviews if requested. CS/WEP Business Partner agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to 2 CFR 376 and CS/WEP Business Partner further assures the Agency that neither the CS/WEP Business Partner nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or any other governmental agency; and
22. CS/WEP Business Partner, and any agents and employees of the CS/WEP Business Partner, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of El Dorado County.

Indemnity: CS/WEP Business Partner shall defend, indemnify, and hold County harmless against and from any and all claims, suits, losses, damages and liability for damages of every name, kind, and description, including attorneys fees and costs incurred, brought for or on account of, injuries to or death of any person, including but not limited to Employees, Trainees, County employees, and the public, or damage to property or any economic or consequential losses, which are claimed to or in any way arise out of or are connected with CS/WEP Business Partner's services, operations or performance hereunder, regardless of the existence or degree of fault or negligence on the part of County, CS/WEP Business Partner, subcontractor(s) and Employees or any of these, except for the sole or active negligence of County, its officers, and employees or as expressly proscribed by statute. This duty of CS/WEP Business Partner to indemnify and save County harmless includes the duties to defend set forth in California Civil Code Section 2778.

Nondiscrimination: In performing this Agreement, the CS/WEP Business Partner shall not unlawfully discriminate in its employment practices against any employee or applicant for



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employment because of such person's race, religion, national origin, ancestry, sex, sexual orientation, age, physical disability, mental disability, marital status, domestic partner status, medical condition, or status as a parent. Agency shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Health and Human Services regulations (41 CFR Part 60).

Administrator: The County officer or employee with responsibility for administering this contract is Machel Rae, Program Manager, or successor.

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IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the dates indicated below.

TRAINEE

Trainee Signature

Dated

Printed Name of Trainee

CS/WEP Business Partner Worksite Representative

Worksite Representative Signature

Dated

Printed Name of Worksite Representative

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El Dorado County Health and Human Services Agency

CalWORKs CS/WEP Job Developer

CalWORKs CS/WEP Job Developer Signature

Dated

Printed Name of Job Developer

CalWORKs Program Manager

CalWORKs Program Manager Signature

Dated

Printed Name of Program Manager

HHSA Director

HHSA Director Signature

Dated

Printed Name of HHSA Director